

## ATTACHMENT 3

### ALLAN MYERS MD, INC. LETTER



January 3, 2017

William Miller  
Department of Natural Resources and Environmental Control  
Solid & Hazardous Waste Management Branch  
89 Kings Highway  
Dover, DE 19901

RE: Allan Myers DE, Inc.

Dear Mr. Miller:

Allan Myers MD, Inc. owns and operates hot mix asphalt plants in Maryland that incorporate manufacturer's waste asphalt shingles into the process of manufacturing hot mix asphalt. Allan Myers DE, Inc. operates three (3) hot mix asphalt plants in Delaware; one in Dover, one in Georgetown, and one in Wilmington. The Dover and Georgetown facilities are permitted to use manufacturer's waste asphalt shingles as an ingredient in the production of hot mix asphalt. The purpose of this letter is to inform you that if either Dover or Georgetown or both facilities are in a situation that requires the removal of manufacturer's waste asphalt shingles, Allan Myers MD, Inc. will accept the waste at one of its Maryland hot mix asphalt plants for incorporation into its manufacturing process at no cost.

If you have any questions or need additional information, please do not hesitate to call me at (610) 222-3182.

Sincerely,

  
David Schnackenberg, Environmental Manager

## ATTACHMENT 4

### STANDBY TRUST AGREEMENT AND RIDER

# DELAWARE STANDBY TRUST AGREEMENT

## STANDBY TRUST AGREEMENT

Standby Trust Agreement, the "Agreement," entered into as of May 8, 2014 by and between ICM of Delaware, Inc., a Delaware corporation, the "Grantor," and PNC Bank, National Association, a national bank, the "Trustee."

Whereas, the Delaware Department of Natural Resources and Environmental Control (the "Department") has established certain regulations applicable to the Grantor, requiring that an owner or operator of asphalt shingle recycler shall provide assurance that funds will be available when needed for closure and/or post-closure care of the asphalt shingle recycler.

Whereas, the Grantor has elected to establish performance bond to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, therefore, the Grantor and the Trustee agree as follows:

### Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

(c) The term "Secretary" means the chief administrator and head of the Delaware Department of Natural Resources and Environmental Control and any successor.

Section 2. Identification of Facilities and Cost Estimates. This agreement pertains to the asphalt shingle recycler and cost estimates identified on attached Schedule A [on Schedule A, for each facility list the EPA Identification Number, name, address, and the current closure and/or post-closure cost estimates, or portions thereof, for which financial assurance is demonstrated by this Agreement].

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund" for the benefit of the Department. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Department.

Section 4. Payment for Closure and Post Closure Care. The Trustee shall make payments from the Fund as the Department shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the asphalt shingle recycler covered by this Agreement in accordance with the activities specified in Schedule A and the Delaware Regulations Governing Solid Waste applicable to closure and post-closure. The Trustee shall reimburse to the Grantor or other persons as specified by the Department from the Fund for closure and post-closure expenditures in such amounts as the Department shall direct in writing. In addition, the Trustee shall refund the Grantor such amounts as the Department specifies in writing. The Department shall direct reimbursements in accordance with the procedures set forth in the Delaware Regulations Governing Solid Waste. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall

# DELAWARE STANDBY TRUST AGREEMENT

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discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that;

- i. Securities or other obligations of the Grantor, or any other owner or operator of the asphalt shingle recycler, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- ii. The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and
- iii. The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- a. To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- b. To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United State Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Valuation and Adjustment. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Department's Solid & Hazardous Waste Management Branch a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the Department shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matter disclosed in the statement.

## DELAWARE STANDBY TRUST AGREEMENT

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Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the Department's Solid & Hazardous Waste Management Branch, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests and instructions by the Department to the Trustee shall be in writing, signed by the Secretary or the manager of the Department's Solid & Hazardous Waste Management Branch, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Department hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or Department, except as provided for herein.

Section 15. Amendment of agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Department, or by the Trustee and the Department if the Grantor ceases to exist.

Section 16. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and Department, or by the Trustee and the Department, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 17. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Department issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event of the Grantor fails to provide such defense.

Section 18. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Delaware.

Section 19. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of the Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

Section 20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**DELAWARE STANDBY TRUST  
AGREEMENT**

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In witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

Craig Little:  
Treasurer

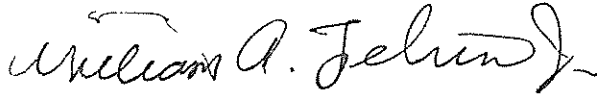


Attest:  
Secretary  
[Seal]



**PNC Bank, National  
Association**

By:



Name:

WILLIAM A. SPETRINO, JR.

Title:

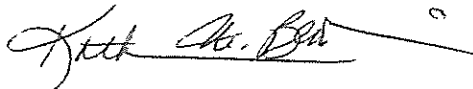
SR. VICE PRESIDENT

**CERTIFICATION OF ACKNOWLEDGMENT**

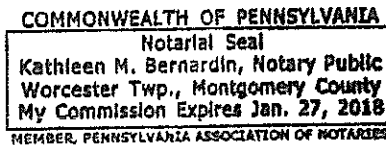
State of Pennsylvania

County of Montgomery

On this 4th day of June, 2014, before me personally came Craig Little, to me known, who, being by me duly sworn, did depose and say that he resides at 1805 Berks Rd., Worcester, PA, that he is Treasurer of ICM of Delaware, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



13 DE Reg. 1093 (02/01/10)



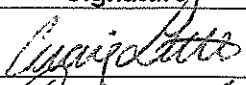
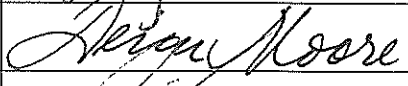
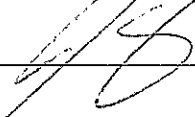
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**DELAWARE STANDBY TRUST  
AGREEMENT**

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**Exhibit A - Grantor to Trustee.**

The below individuals are designated as signers for all orders, requests, and instructions by the Grantor to the Trustee.

Name	Position	Signature
Craig Little	Treasurer	
Denis Moore	CFO	
Joe Buckley	Controller	



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**DELAWARE STANDBY TRUST  
AGREEMENT**

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**Schedule A – Identification of Facilities and Cost Estimates**

Independence Construction Materials Georgetown Asphalt Plant  
323 County Road  
Georgetown, DE 19947  
No EPA Identification number needed no hazardous waste generated

shingles will be used in the manufacture of hot mix asphalt (HMA) at a concentration not to exceed 7% of the product mix. Only shredded shingles will be used for the manufacture of HMA. The total amount of shingles, both shredded and unshredded, to be stored at the site will not exceed 2,500 tons. In the future, it may be possible for ICM to obtain shingles that have shredded prior to delivery to our site. If this occurs, ICM will store shredded shingles and may no longer require the services of the mobile shredding device.

No additional equipment is required for ICM to incorporate manufacturer's waste asphalt shingles into our hot mix asphalt product. Manufacturer's waste asphalt shingles will be mixed with recycled asphalt pavement (RAP) and asphalt cement in the mixing chamber of the drum, not the drying chamber.

**7. A Conceptual Closure Plan [pursuant to Section 4.4.1 of the DRGSW].**

When operations cease at the Georgetown Asphalt plant, all solid waste such as office, lunchroom, and break room waste will be disposed of in an off site landfill.

Manufacturer's waste asphalt shingles will be transported by truck off-site to American Infrastructure – MD, Inc., located in Elk Mills Maryland for incorporation into hot mix asphalt. The estimated cost to load and transport 2,500 tons of manufacturer's waste asphalt shingles from Georgetown to Elk Mills is \$45,000. This assumes \$16.00/ton for transportation (subtotal \$40,000) and \$5,000 for loading (grand total \$45,000). A letter from American Infrastructure – MD, Inc. indicating their willingness to accept manufacturer's waste asphalt shingles is included in Attachment 3.

Postclosure use is expected to be consistent with surrounding land use.

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**DELAWARE STANDBY TRUST  
AGREEMENT**

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**Schedule B – Establishment of Fund – Property**

There is no property establishing this fund - \$0



Bernadette Esposito  
Assistant Vice President  
215 585 6439 Tel  
215 585 8713 Fax  
[bernadette.esposito@pnc.com](mailto:bernadette.esposito@pnc.com)

## CERTIFICATE

The undersigned, Bernadette Esposito, a duly appointed Assistant Secretary of PNC Bank, National Association (the "Bank"), does hereby certify that:

- (1) the following is a true and correct copy of an excerpt from the By-Laws of the Bank and a true and correct copy of Resolutions adopted by the Board of Directors of the Bank on April 22, 2014;
- (2) the excerpt from the By-Laws of the Bank and Resolutions described above are in full force and effect as of the date of this Certificate; and
- (3) William A. Sperino, Jr. is a duly appointed Senior Vice President of the Bank and her respective signature set forth below is her genuine signature.

### *Excerpt from By-Laws of PNC Bank, National Association*

#### "Article VI. General Powers of Officers

Section 1. The corporate seal of the Bank may be imprinted or affixed by any process. The Secretary and any other officers authorized by resolution of the Board of Directors shall have authority to affix and attest the corporate seal of the Bank.

Section 2. The authority of officers and employees of this Bank to execute documents and instruments on its behalf in cases not specifically provided for in these By-Laws shall be as determined from time to time by the Board of Directors, or, in the case of employees, by officers in accordance with authority given them by the Board of Directors."

### *Board Resolutions Adopted April 22, 2014*

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board, the Chief Executive Officer, the President, each Senior Vice Chairman, each Vice Chairman, each Executive Vice President, each Senior Vice President, each Vice President, each Assistant Vice President, the Treasurer and each Assistant Treasurer, the Cashier and each Assistant Cashier, the Secretary and each Assistant Secretary, each Trust Officer and Assistant Trust Officer, each Chief Investment Officer, each Regional President or chief executive of a business region, the General Counsel, the Senior Deputy General Counsel, each Deputy General Counsel and each Chief Counsel (the "Authorizing Officers") of PNC Bank, National Association (the "Bank") shall have the authority to affix and attest the seal of the Bank;

RESOLVED FURTHER, that the Authorizing Officers of the Bank, and any other officers acting at the discretion of any officer authorized to affix and attest the seal of the Bank, are and each of them is hereby authorized and empowered in the name and on behalf of the Bank to execute, acknowledge and deliver any and all agreements, instruments, or other documents relating to the property or rights of all kinds held or owned by the Bank or to the operation of the Bank, either for its own account or in any agency or fiduciary capacity. Notwithstanding the foregoing, any and all

agreements of sale, contracts, deeds and other documentation pertaining to the purchase, sale or transfer of real estate or buildings occupied by the Bank in the transaction of its business shall be executed in accordance with the terms of resolutions adopted from time to time in connection therewith and specifically designating the officer or officers authorized to execute the same;

RESOLVED FURTHER, that the Bank's Chairman of the Board, Chief Executive Officer, President, Secretary, or any Senior Vice Chairman, Vice Chairman, or Executive Vice President or any of them, is authorized to name, constitute and appoint such person or persons as they or any of them deem necessary as attorney-in-fact for the Bank, to execute documents for and in its name and stead, and to perform all other acts, deeds and things as may be required to effect the particular transactions for which the appointment is made;

RESOLVED FURTHER, that the Bank's Chairman of the Board, Chief Executive Officer, President, Secretary, or any Senior Vice Chairman, Vice Chairman, or Executive Vice President or any of them, is authorized to name, constitute and appoint such person or persons employed by the Corporation or any of its wholly owned direct or indirect subsidiaries as they or any of them deem necessary as attorney-in-fact for the Bank, to execute documents for and in its name and stead, and to perform all other acts, deeds and things as may be required to effect the particular transactions for which the appointment is made;

RESOLVED FURTHER, that any officer of the Bank and any non-officer employee of the Corporation or the Bank (or any affiliate of the Corporation or Bank) designated in writing by the Chief Executive Officer, the President, any Senior Vice Chairman, Vice Chairman, Executive Vice President or Senior Vice President of the Corporation or Bank, are each hereby authorized and empowered:

- (a) To sign or countersign checks, drafts, acceptances, guarantees of signatures on assignments of securities, certificates of securities of entities for whom the Bank is acting as registrar or transfer agent or in a fiduciary or representative capacity, correspondence or other papers or documents not ordinarily requiring execution under seal;
- (b) To receive any sums of money or property due or owing to the Bank in its own right, as an agent for another party, or in any fiduciary or representative capacity and, either as attorney-in-fact for the Bank or otherwise, to sign or countersign agreements, instruments, or other documents related to the foreclosure of residential real estate loans owned or serviced by the Corporation or the Bank or the enforcement of any other rights and remedies with respect to such loans (including, without limitation, in a bankruptcy or insolvency proceeding), including, without limitation, correspondence, affidavits, certifications, declarations, deeds, substitutions of trustee, verifications, assignments, powers of attorney, sales contracts or any other papers or documents, to execute any instrument of satisfaction for any mortgage, deed of trust, judgment or lien in the Office of the Recorder of Deeds, Prothonotary, or other office or court of record in any jurisdiction, provided, however, that in respect to any mortgage or deed of trust made to this Bank as trustee for bondholders, the foregoing authority shall be exercised only pursuant to an authorization of the Board of Directors or committee of the Board of Directors with oversight of fiduciary risk;

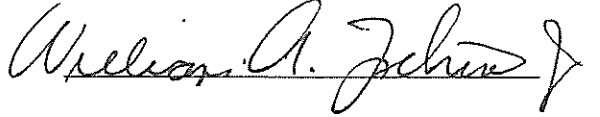
#### General

RESOLVED FURTHER, that the Authorized Officers of the Bank, and each of them, are authorized to do any and all things and to take any and all actions in connection with these resolutions, including, but not limited to, the execution, delivery, acknowledgement, submitting, filing, recording and sealing of all documents, certificates, statements or other instruments, and the making of any expenditures, which such officers may deem necessary or advisable in order to carry out the intent and purposes of these resolutions;

RESOLVED FURTHER, that all actions heretofore taken by any of the officers, representatives or agents of the Bank, by or on behalf of the Bank or any of its affiliates in connection with the foregoing resolutions be, and each of the same is, ratified and approved; and

RESOLVED FURTHER, that for purposes of the foregoing resolutions, the term "Authorized Officer" shall mean and include, as applicable, the Chairman, Chief Executive Officer, President, Senior Vice Chairman, Chief Financial Officer, Secretary or Treasurer of the Bank, or any Vice Chairman, Executive Vice President, Senior Vice President, Vice President, Assistant Secretary or Assistant Treasurer of the Bank or any other duly appointed officer of the Bank.

William A. Spetrino, Jr.

A handwritten signature in cursive script, reading "William A. Spetrino Jr.", written over a horizontal line.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and affixed the seal of the Association this 30<sup>th</sup> day of June, 2014.

A handwritten signature in cursive script, reading "Bernadette Esposito", written over a horizontal line.  
Bernadette Esposito

Fidelity & Deposit Company of Maryland

Home Office: 600 Red Brook Blvd. Suite 600, Owings Mills, MD 21117

License No. \_\_\_\_\_

**RIDER**

To be attached to and form part of Bond No. PRF9148817

Issued on behalf of ICM OF DELAWARE, INC. as Principal, and in favor of  
State of Delaware, Department of Natural Resources and Environmental Control as Oblige.

It is agreed that:

☒ 1. The Surety hereby gives its consent to change the Name:

from: ICM OF DELAWARE, INC.

to: ALLAN MYERS DE, INC. d/b/a ALLAN MYERS MATERIALS

☐ 2. The Surety hereby gives its consent to change the Address:

from: \_\_\_\_\_

to: \_\_\_\_\_

☐ 3. The Surety hereby gives its consent to change the \_\_\_\_\_:

from: \_\_\_\_\_

to: \_\_\_\_\_

This rider shall become effective as of September 11, 2015.

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated September 11, 2015

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: \_\_\_\_\_  
Christine A. Dunn, Attorney-in-Fact

Accepted: State of Delaware, Department of Natural Resources and Environmental Control  
Obligee

OR ALLAN MYERS DE, INC. d/b/a ALLAN MYERS MATERIALS  
Principal

By: \_\_\_\_\_

By:  \_\_\_\_\_

## PERFORMANCE BOND

Date bond executed: June 4, 2014

Effective date: February 12, 2014

Principal: ICM OF DELAWARE, INC.  
638 Lancaster Avenue  
Malvern, PA 19355

Type of organization: Corporation

State of incorporation: Pennsylvania

Surety: FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
600 Red Brook Blvd, 4th Floor  
Owings Mills, MD 21117

Facility: Independence Construction Materials – Georgetown, DE  
22351 Joseph Road  
Georgetown, DE 19947

Closure Amount: \$45,000.00

Post-Closure Amount: \$ N/A

Total penal sum of bond: Forty Five Thousand and No/100 (\$45,000.00) Dollars

Surety (ies) 's bond number: PRF9148817

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Department of Natural Resources and Environmental Control, an agency of the State of Delaware, (hereinafter called DNREC), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporation acting as co-sureties, we the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety(ies) binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety (ies) , but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under the State Statute, to have a Recycling Approval, hereinafter called BUD in order to own or operate each recycling facility identified above", and

Whereas said Principal is required to provide financial assurance for closure, or closure and post-closure care as a condition of the BUD, and

Whereas said Principal shall establish a standby trust as is required when a Surety (ies) bond is used to provide such financial assurance;

Now, therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the BUD as such plan and BUD may be amended, pursuant to all applicable laws, statutes, rules, and regulations as such laws, statutes, rules, and regulations may be amended.

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure plan and other requirements of the BUD as such plan and BUD may be amended, pursuant to all applicable laws, statutes, rules and regulations as such laws, statutes, rules, and regulations may be amended.

Or, if the Principal shall provide alternate financial assurance as specified in Section 4.1.11 of the State of Delaware Regulations Governing Solid Waste, and obtain the DNREC Secretary's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the DNREC Secretary from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the DNREC Secretary that the Principal has been found in violation of the closure requirements, for a facility for which this bond guarantees performance of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other BUD requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the DNREC Secretary.

Upon notification by the DNREC Secretary that the Principal has been found in violation of the post-closure requirements for a facility for which this bond guarantees performance of post-closure care, the Surety(ies) shall either perform post-closure care in accordance with the post-closure plan and other BUD requirements or place in post-closure amount guaranteed for the facility into the standby trust fund as directed by the DNREC Secretary.

Upon notification by the DNREC Secretary that the Principal has failed to provide alternate financial assurance as specified in Section 4.1.11 of the State of Delaware Regulations Governing Solid Waste, and obtain written approval of such assurance from the DNREC Secretary during the 90 days following receipt by both the Principal and the DNREC Secretary of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility into the standby trust fund as directed by the DNREC secretary.

The Surety(ies) hereby waive(s) notification of amendments to closure plans, permits, approvals, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the owner or operator and to the DNREC Secretary, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the DNREC Secretary as evidenced by the return receipts.

The principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the DNREC Secretary.

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or post closure amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of the DNREC Secretary.



In Witness Whereof, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

ICM OF DELAWARE, INC.

Principal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Corporate Seal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Corporate Surety)

600 Red Brook Blvd, 4th Floor

Owings Mills, MD 21117

State of incorporation: Maryland

Liability limit: \$45,000.00

\_\_\_\_\_  
Signature

Julia R. Burnet, Attorney-in-Fact

Names and Title

Corporate Seal

Bond premium: \$563.00

## ATTACHMENT 5

### ALLAN MYERS DE, INC. – AIR OPERATIONS PERMIT





STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
& ENVIRONMENTAL CONTROL  
DIVISION OF AIR QUALITY  
STATE STREET COMMONS  
100 W. Water Street, Suite 6A  
DOVER, DELAWARE 19904

Telephone: (302) 739 - 9402  
Fax No.: (302) 739 - 3106

June 2, 2017

**Permit: APC-97/0494-OPERATION (Amendment 15)(MNSR)(NSPS)(SM)**

Allan Myers, Delaware, Inc.  
350 TPH Hot Mix Asphalt Plant - Georgetown

**Allan Myers Materials**  
638 Lancaster Avenue  
Malvern, PA 19355

Attention: David Schnackenberg  
Environmental Manager

Dear Mr. Schnackenberg:

Pursuant to the 7 **DE Admin. Code** 1102, Section 2, approval by the Department of Natural Resources and Environmental Control is hereby granted for the operation of a 350 TPH drum mix Asphaltic Concrete Plant including a 350 ton per hour (TPH) counter-flow drum mixer with a 116 MMBTU/hr dryer burner, one (1) baghouse, a 2 MMBTU/hr Gencor asphalt heater, a 6,000 gallon No. 2 fuel oil storage tank, liquid asphalt storage tanks, a diesel powered impact crusher including conveyor belts, and screening deck for the reducing of recycled asphalt pavement (RAP), and a mobile Bandit Industries, Inc., Beast Recycler 3680 shingle grinder and discharge conveyor powered by a 540 HP Caterpillar C15 (Tier 3) diesel engine located at Allan Myers, Delaware, Inc. (formerly ICM of Delaware, Inc.) facility located at 22351 Joseph Road in Georgetown, Delaware.

This permit is issued in accordance with the following:

- Applications submitted on Form Nos. AQM-2 and AQM-4 dated January 31, 1997 both signed by A. Bryan Pecht, Vice President.
- The certification letter received May 31, 1997 signed by A. Bryan Pecht, Vice President.
- The construction permit time extension request letter dated March 12, 1998.
- The amendment request letter dated July 16, 1998 both signed by James A. Clendaniel, Director of Special Projects.
- The applications submitted on Forms AQM-2 and AQM-4 dated February 14, 2000 both signed by A. Bryan Pecht, Vice President.
- The amendment request dated March 15, 2001, for the use of "on-spec used oil" signed by A. Bryan Pecht, Vice President.
- The application submitted on Form No. AQM-4 dated July 3, 2001 signed by A. Bryan Pecht, Vice President.
- The application dated May 24, 2004 and signed by David Krue.
- The letter dated March 17, 2009 signed by Robert M. Segal, MIDA Group ESH Director, Pennsy Supply, Inc. to lease the Georgetown site to American Infrastructure, Inc. and the letter dated March 18, 2009

*Delaware's good nature depends on you!*

- signed by David Schnackenberg, Environmental Engineer, ICM of Delaware, Inc. (a subsidiary of American Infrastructure, Inc.) to accept the lease agreement.
- The amendment request dated August 12, 2009 to increase the allowable RAP percent and allow 7% manufacturer's waste shingles, signed by David Schnackenberg.
  - The Independence Construction Materials Emission Compliance Test Report submitted October 2009, signed by David Schnackenberg, the Air Surveillance Branch stack test memorandum dated December 17, 2009 from Edward Jackson, and the Department agreement in March 2010 to limit production to 275,000 TPY and email to David Schnackenberg dated 4/1/10 limiting "on-spec used oil"/No. 2 fuel oil consumption to 916,000 gal (RT12).
  - Administrative amendment for **Permit: APC-2013/0013-CONSTRUCTION(FE)**, dated December 10, 2012, to add propane service to asphalt heater, signed by David Schnackenberg.
  - Amendment requests dated May 3, 2013 to add natural gas service to the asphalt heater and drum dryer and to change recordkeeping requirements, signed by David Schnackenberg.
  - Application submitted on Form Nos. AQM-1, AQM-2, AQM-3.3, AQM-3.9, and AQM-5 and letters, dated January 12, 2012, additional information submitted on January 30, 2012, and February 13 & 20, 2012, the permit amendment requests to remove the water spray dust suppression system submitted on Form No AQM-5 and letters, dated May 18, 2012 and additional information on May 23, 2012, all signed by David Schnackenberg and the increase in annual operation hours up to 600 hours per twelve month rolling period, submitted on Forms AQM-1 and AQM-5 and a letter, dated October 3, 2012, all signed by David Schnackenberg.
  - Application for shingle grinder submitted on Form Nos. AQM-1, AQM-2, AQM-3.1, AQM-3.3, and AQM-5 dated November 26, 2013 and amended application submitted on Form Nos. AQM-1, AQM-2, AQM-3.1, AQM-3.3, and AQM-5 dated November 26, 2013, and AQM-3.3 and AQM-5 dated January 10, 2014, all signed by David Schnackenberg, Environmental Manager.
  - Stack tests on April 24 and 25, 2014 for shingles and increased RAP. Report dated May 19, 2014; memo from Edward Jackson dated June 11, 2014.
  - Application for shingle grinder submitted on Form Nos. AQM-1, AQM-2, AQM-3.1, AQM-3.3, AQM-3.9 and AQM-5 dated October 20, 2014, signed by David Schnackenberg, Environmental Engineer, and the amendment request dated April 29, 2015 to change the Company name to Allan Myers, Delaware, Inc. signed by Roxanne Wax, Administrative Assistant.
  - Amendment request to correct emissions for impact crusher and screener dated March 20, 2017, signed by David Schnackenberg, Environmental Manager.

This permit is issued subject to the following conditions, all of which are federally enforceable except for Condition Nos. 2.11, 3.19, and 3.43:

**1. General Provisions**

- 1.1 Allan Myers, Delaware, Inc. agrees that all limits, restrictions and requirements contained in this permit are necessary to limit their potential to emit to below major source thresholds. Violation of any limit, restriction or requirement contained herein may result in an enforcement action for noncompliance with the permit, the failure to apply for a Title V Permit, or the failure to obtain a Title V permit.
- 1.2 The operational limitations of Conditions 3.3 and 3.7 are voluntary restrictions to limit NOx and PM2.5 emissions to below the five (5) ton per year applicability threshold of 7 **DE Admin. Code 1125, Section 4, *Minor New Source Review***. The owner and/or operator shall meet the control technology requirements of 7 **DE Admin. Code 1125, Section 4, *Minor New Source Review*** if an increase in the operational limitations of Conditions 3.3 or 3.7 results in an increase in NOx or PM2.5 potential to emit above five tons per year.
- 1.3 The operational limitations of Conditions 3.29 and 3.33 are voluntary restrictions taken by the Company to limit emissions of NOx to below the five (5) ton per year applicability

threshold of 7 **DE Admin. Code** 1125, Section 4, *Minor New Source Review*. The owner and/or operator shall meet the control technology requirements of *Minor New Source Review*, 7 **DE Admin. Code** 1125, Section 4, *Minor New Source Review*, if an increase in the operational limitations of Conditions 3.29 and 3.33 results in a NOx potential to emit above five tons per year.

- 1.4 Representatives of the Department of Natural Resources and Environmental Control may, at any reasonable time, inspect this facility.
- 1.5 This permit may not be transferred to another location or to another piece of equipment or process.
- 1.6 This permit may not be transferred to another person, owner, or operator unless the transfer has been approved in advance by the Department. Approval (or disapproval) of the permit transfer will be provided by the Department in writing. A request for a permit transfer shall be received by the Department at least thirty (30) days before the date of the requested permit transfer. This request shall include:
  - 1.6.1 Signed letters from each person stating the permit transfer is agreeable to each person; and
  - 1.6.2 An Applicant Background Information Questionnaire pursuant to 7 Del C, Chapter 79 if the person receiving the permit has not been issued any permits by the Department in the previous five (5) years.
- 1.7 The owner or operator shall not initiate construction, install, or alter any equipment or facility or air contaminant control device which will emit or prevent the emission of an air contaminant prior to submitting an application to the Department pursuant to 7 **DE Admin. Code** 1102, and, when applicable 7 **DE Admin. Code** 1125, and receiving approval of such application from the Department; except as exempted in 7 **DE Admin. Code** 1102 Section 2.2.

## **2. Emission Limitations**

- 2.1 Air contaminant emission levels from the asphalt drum mix dryer and baghouse shall not exceed those specified in 7 **DE Admin. Code** 1100 and the following:
  - 2.1.1 Total Hydrocarbon (THC) Emissions  
THC emissions shall not exceed 0.051 lb/ton HMA and 7.07 tons per twelve (12) month rolling period.
  - 2.1.2 Nitrogen Oxide (NOx) Emissions  
NOx emissions shall not exceed 0.057 lb/ton HMA and 7.89 tons per twelve (12) month rolling period.
  - 2.1.3 Sulfur Oxide (SOx) Emissions  
SOx emissions shall not exceed 0.100 lb/ton HMA and 13.78 tons per twelve (12) month rolling period.
  - 2.1.4 Carbon Monoxide (CO) Emissions  
CO emissions shall not exceed 0.195 lb/ton HMA and 26.77 tons per twelve (12) month rolling period.

- 2.1.5 Particulate Matter (PM) Emissions
  - 2.1.5.1 PM emissions shall not exceed 0.013 lb/ton HMA and 1.84 tons per twelve (12) month rolling period.
  - 2.1.5.2 PM emissions shall not exceed 0.04 gr/dscf (90 mg/dscm).
- 2.2 Air contaminant emission levels from the asphalt heater shall not exceed those specified in 7 **DE Admin. Code** 1100 and the following:
  - 2.2.1 Volatile Organic Compound (VOC) Emissions  
VOC emissions shall not exceed 0.07 ton per twelve (12) month rolling period.
  - 2.2.2 Nitrogen Oxide (NO<sub>x</sub>) Emissions  
NO<sub>x</sub> emissions shall not exceed 1.6 ton per twelve (12) month rolling period.
  - 2.2.3 Sulfur Oxide (SO<sub>x</sub>) Emissions  
SO<sub>x</sub> emissions shall not exceed 4 tons per twelve (12) month rolling period.
  - 2.2.4 Carbon Monoxide (CO) Emissions  
CO emissions shall not exceed 0.61 ton per twelve (12) month rolling period.
  - 2.2.5 Particulate Matter (PM) Emissions  
PM emissions shall not exceed 0.2 ton per twelve (12) month rolling period.
- 2.3 Air contaminant emission levels from the mobile impact crusher and screener for the 22351 Joseph Road, Georgetown site shall not exceed those specified in 7 **DE Admin. Code** 1102 and the following:
  - 2.3.1 Particulate Matter (PM) Emissions  
PM emissions shall not exceed 2.62 tons per rolling 12-month period.
  - 2.3.2 Nitrogen Oxide (NO<sub>x</sub>) Emissions  
NO<sub>x</sub> emissions shall not exceed 3.70 tons per rolling 12-month period.
  - 2.3.3 Sulfur Dioxide (SO<sub>2</sub>) Emissions  
SO<sub>2</sub> emissions shall not exceed 0.001 ton per rolling 12-month period.
  - 2.3.4 Carbon Monoxide (CO) Emissions  
CO emissions shall not exceed 0.8 ton per rolling 12-month period.
  - 2.3.5 Total Organic Compound (TOC) Emissions  
TOC emissions shall not exceed 0.30 ton per rolling 12-month period.
- 2.4 Combined air contaminant emission levels from the mobile impact crusher and screener for all Allan Myers, Delaware sites shall not exceed those specified in 7 **DE Admin. Code** 1102 and the following:
  - 2.4.1 Particulate Matter (PM) Emissions  
PM emissions shall not exceed 5.1 tons per rolling 12-month period.
  - 2.4.2 Nitrogen Oxide (NO<sub>x</sub>) Emissions  
NO<sub>x</sub> emissions shall not exceed 7.10 tons per rolling 12-month period.

- 2.4.3 Sulfur Dioxide (SO<sub>2</sub>) Emissions  
SO<sub>2</sub> emissions shall not exceed 0.003 ton per rolling 12-month period.
- 2.4.4 Carbon Monoxide (CO) Emissions  
CO emissions shall not exceed 1.6 tons per rolling 12-month period.
- 2.4.5 Total Organic Compound (TOC) Emissions  
TOC emissions shall not exceed 0.58 ton per rolling 12-month period.
- 2.5 Air contaminant emission levels for the mobile shingle grinder shall not exceed those specified in 7 **DE Admin. Code** 1102 and the following:
  - 2.5.1 Nitrogen Oxide (NO<sub>x</sub>) and Non-Methyl Hydrocarbon (NMHC) Emissions  
NO<sub>x</sub> and NMHC emissions shall not exceed 3.6 pounds per hour and 1.3 tons per twelve (12) month rolling period;
  - 2.5.2 Carbon Monoxide (CO) Emissions  
CO emissions shall not exceed 3.1 pounds per hour and 1.1 tons per twelve (12) month rolling period;
  - 2.5.3 Sulfur Oxide (SO<sub>x</sub>) Emissions  
SO<sub>x</sub> emissions shall not exceed 0.004 pounds per hour and 0.0015 tons per twelve (12) month rolling period;
  - 2.5.4 Total Organic Compound (TOC) Emissions  
TOC emissions shall not exceed 0.94 pounds per hour and 0.33 tons per twelve (12) month rolling period;
  - 2.5.5 Particulate Matter (PM<sub>10</sub>) Emissions  
PM<sub>10</sub> emissions shall not exceed 0.20 pounds per hour and 0.11 tons per twelve (12) month rolling period; and
  - 2.5.6 Particulate Matter (PM) Emissions  
PM emissions shall not exceed 0.47 pounds per hour and 0.17 tons per twelve (12) month rolling period.
- 2.6 Facility wide air contaminant emission levels from the asphalt drum mix dryer and baghouse, asphalt heater, impact crusher and screener, and shingle grinder shall not exceed those specified in 7 **DE Admin. Code** 1102 and the following:
  - 2.6.1 Particulate Matter (PM) Emissions  
PM emissions shall not exceed 4.83 tons per rolling 12-month period.
  - 2.6.2 Nitrogen Oxide (NO<sub>x</sub>) Emissions  
NO<sub>x</sub> emissions shall not exceed 14.49 tons per rolling 12-month period.
  - 2.6.3 Sulfur Oxide (SO<sub>x</sub>) Emissions  
SO<sub>x</sub> emissions shall not exceed 17.78 tons per rolling 12-month period.
  - 2.6.4 Carbon Monoxide (CO) Emissions  
CO emissions shall not exceed 29.28 tons per rolling 12-month period.

2.6.5 Total Hydrocarbon (THC) Emissions

THC emissions shall not exceed 7.77 tons per rolling 12-month period.

- 2.7 No person shall cause or allow the emission of particulate matter in excess of 0.3 pound per million BTU heat input, maximum two-hour average, from any fuel burning equipment.
- 2.8 The Company shall not discharge or cause the discharge into the atmosphere from the heating, drying, and mixing operations, any gases which exhibit twenty percent (20%) opacity or greater.
- 2.9 No person shall cause or allow the emission of visible air contaminants and/or smoke from the material transfer to the stockpiles, loading/unloading areas, the crusher/screener engine exhaust stack, and the shingle grinder engine exhaust stack, the shade or appearance of which is greater than twenty (20%) percent opacity for an aggregate of more than three (3) minutes in any one (1) hour or more than fifteen (15) minutes in any twenty-four (24) hour period.
- 2.10 At no time shall the emissions of visible air contaminants from the facility exceed the following:
  - 2.10.1 Twenty percent (20%) opacity for an aggregate of more than three minutes in any one hour period, or more than 15 minutes in any 24 hour period from the diesel engines and systems for screening, handling, storing, weighing, loading, and transferring.
  - 2.10.2 Ten percent (10%) opacity from the crushing operation's belt conveyor transfer points, except any stockpiles.
  - 2.10.3 Fifteen percent (15%) opacity from the crusher.
- 2.11 Odors from this source shall not be detectable beyond the plant property line in sufficient quantities such as to cause a condition of air pollution.

**3. Operational Limitations**

- 3.1 Maximum total production of hot mix asphalt (HMA) shall not exceed 275,000 tons in any rolling twelve (12) month period.
- 3.2 Maximum usage of No. 2 fuel oil and "on-spec used oil" shall not exceed 916,000 gallons in any rolling twelve (12) month period for the drum mixer.
- 3.3 Operating hours for the 22351 Joseph Road, Georgetown site shall not exceed 600 hours in any rolling twelve (12) month period for the mobile impact crusher and screener.
- 3.4 Combined operating hours for all Allan Myers, Delaware sites shall not exceed 1150 hours in any rolling twelve (12) month period for the mobile impact crusher and screener.
- 3.5 Only No. 2 fuel oil shall be used to fire the crusher and screener engines.
- 3.6 The impact crusher shall be powered by a 300 HP diesel engine and the screener shall be powered by a 110 HP diesel engine.



- 3.7 No. 2 fuel oil consumption for the 22351 Joseph Road, Georgetown site shall not exceed 12,000 gallons in any rolling twelve (12) month period for the mobile impact crusher and screener.
- 3.8 Combined No. 2 fuel oil consumption for all Allan Myers, Delaware sites shall not exceed 23,000 gallons in any rolling twelve (12) month period for the mobile impact crusher and screener.
- 3.9 The RAP crusher shall be used for crushing oversized RAP only.
- 3.10 The recycled asphalt pavement material process capacity for the impact crusher and screener shall be restricted to 200 tons per hour.
- 3.11 Maximum production rate for the hot mix asphalt plant shall not exceed 245 TPH.
- 3.12 The Company shall not use Recycled Asphalt Paving (RAP) in excess of forty-five percent (45%) by weight with no shingles.
- 3.13 The Company shall process only certified, virgin, asbestos-free shingles.
- 3.14 Maximum production rate for the hot mix asphalt plant shall not exceed 210 tons/hour with up to 6% shingles.
- 3.15 If the Company chooses to use shingles in conjunction with RAP, the combination shall not be in excess of 34%.
- 3.16 The Company shall, within three (3) weeks of each annual plant start-up, perform a burner tune up utilizing portable emission monitoring equipment to assist in obtaining optimum burner performance with respect to air emissions.
- 3.17 The fuel fired by the rotary drum dryer shall be limited to natural gas, No. 2 fuel oil or "on-spec used oil".
- 3.18 The sulfur content of the residual "on-spec used oil" shall not exceed 0.5% by weight. All "on-spec used oil" shall meet the "Delaware Regulations Governing Hazardous Waste," Section 279.11 and 40 CFR Part 761.20(e) as specified below and evidenced by fuel oil supplier certifications that include the following:
  - 3.18.1 Name, address and telephone number of the supplier.
  - 3.18.2 Name, address and telephone number of the Company, and the address where the fuel oil is delivered.
  - 3.18.3 The volume of fuel being sold or delivered, and the date of sale or delivery.
  - 3.18.4 The type of fuel, and the sulfur content of the fuel as a delivered product, and expressed as one of the following:
    - 3.18.4.1 The actual sulfur content in ppm or percent (%) by weight, or
    - 3.18.4.2 A statement that certifies the sulfur content of the shipment is equal to or below the applicable limit.
  - 3.18.5 The concentration in parts per million (ppm) of arsenic, cadmium, chromium, lead, total halogens, and PCB.

3.18.6 The viscosity (SUS @ 100 °F).

3.18.7 The flash point (°F).

3.18.8 The pH.

Parameter	Limitation
Total Halogens (ppm)	1,000 maximum
pH	> 2.0 and < 12.5
Flash Point °F	100 minimum
PCB's	below detectable limit
Metals (ppm)	
As	5 maximum
Cd	2 maximum
Cr	10 maximum
Pb	100 maximum

3.19 All "on-spec used oil" shall be supplied by Mid States Oil Refining Co. or International Petroleum Corporation (IPC), owned by US Filter. Pre-approval by the Department is not required prior to switching between these two (2) suppliers. Preapproval of any new suppliers is required.

3.20 Prior to July 1, 2016, no person shall offer for sale, sell, deliver or purchase, or use in any fuel burning equipment, distillate fuel oil having a sulfur content greater than 0.3% by weight.

3.21 On and after July 1, 2016, no person shall offer for sale, sell, deliver, or purchase any fuel having a sulfur content greater than the limit specified in 3.21.1, when such fuel is intended for use in any fuel burning equipment in Delaware, and no person shall use any fuel having a sulfur content greater than the limit specified in 3.21.1 in any fuel burning equipment in Delaware.

3.21.1 For a distillate fuel, except as provided for in 3.22, 15 ppm by weight.

3.22 Transition Period for Distillate Fuel. Fuel having a sulfur content that meets the limit as specified in 3.20 but is greater than the limit specified in 3.21.1 may be offered for sale, sold, delivered, purchased, and used in Delaware on and after July 1, 2016 only as specified in 3.22.1 and 3.22.2.

3.22.1 Distillate fuel stored within Delaware prior to July 1, 2016 may be offered for sale, sold, purchased, or delivered for use in any fuel burning equipment in Delaware through June 30, 2017, provided records are kept for a period of two (2) years which document and certify the fuel was stored within Delaware prior to July 1, 2016.

3.22.2 Distillate fuel that meets the requirements of 3.22.1 that is purchased and received for use on or before June 30, 2017 may be used in any fuel burning equipment in Delaware after June 30, 2017.

- 3.23 The fuel fired by the asphalt cement heater shall be limited to natural gas, propane or No. 2 fuel oil.
- 3.24 The hours of operation for the asphalt heater shall not exceed 7,392 hours in any rolling twelve month period.
- 3.25 Only liquid asphalt shall be stored in the two (2) 20,000 gallon asphalt storage tanks.
- 3.26 The drum mixer shall be vented to an inertial separator primary control device and a baghouse secondary control device. The baghouse and inertial separator shall be properly maintained.
- 3.27 The baghouse and inertial separator shall be operating properly whenever the asphaltic concrete plant is in operation.
- 3.28 The baghouse shall be operated with a functional pressure drop gauge and at a pressure drop range of two to six inches of water column across the baghouse inlet and outlet ductwork.
- 3.29 Total operating hours for the shingle grinder shall not exceed 700 hours per rolling twelve (12) month period.
- 3.30 Production capacity for the shingle grinder shall be restricted to 100 tons per hour.
- 3.31 The shingle grinder shall only be powered by the 540 HP Caterpillar C15 (Tier 3) diesel engine.
- 3.32 The Company shall combust only diesel fuel (No. 2 fuel oil) in the shingle grinder engine.
- 3.33 No. 2 fuel oil consumption shall not exceed 14,000 gallons per rolling twelve (12) month period from the shingle grinder.
- 3.34 Diesel fuel or biodiesel blend for use in the shingle grinder shall have a sulfur content equal to or less than 0.0015% by weight.
- 3.35 The water spray dust suppression system for the shingle grinder and discharge conveyor belt shall be in proper operation when the equipment is operating and shall be regulated to control visible emissions.
- 3.36 No person shall cause or allow land clearing, land grading (including grading for roads), excavation, or use of non-paved roads on private property unless methods, such as the application of water or the use of other techniques approved by the Department, are employed to control dust emission.
- 3.37 No person shall cause or allow visible particulate emissions of any material being transported by a motor vehicle.
- 3.38 No person shall cause or allow stockpiling or other storage of material or transport to or from a storage facility in such a manner as may cause a condition of air pollution.
- 3.39 The roads at the facility shall be paved and swept with Department approved equipment on a regular schedule to minimize generation of dust.

- 3.40 Fugitive emissions shall not be emitted in such quantities as to cause or create a condition of air pollution from material-handling operations, the stockpiling of materials or vehicular traffic entering or leaving the facility. Dust control measures shall be employed on all non-paved access roads and driveways to the facility to minimize fugitive emissions from vehicular traffic entering or leaving. Dust control measures shall include methods such as water tanker/sprinkler trucks, water sprinkler systems, dust retardant sprays, etc.
- 3.41 At all times, including periods of startup, shutdown, and malfunction, the owner or operator shall, to the extent practicable, maintain and operate the facility including associated air pollution control equipment in a manner consistent with good air pollution control practice for minimizing emissions. Determination of whether acceptable operating procedures are being used will be based on information available to the Department which may include, but is not limited to, monitoring results, opacity observations, review of operating and maintenance procedures, and inspection of the source.
- 3.42 All structural and mechanical components of the equipment or process covered by this Permit shall be maintained in proper operating condition.
- 3.43 If, in the opinion of the Department, the operation of this facility causes a condition of air pollution, the Department may require additional emission control measures.
- 3.44 The Company shall maintain a special use zoning exception from the Board of Adjustment of Sussex County for operations at this location.
- 3.45 The Company shall maintain the fugitive dust control plan submitted to the Department in 2001.

#### **4. Testing Requirements**

- 4.1 By October 31, 2009, and every five years thereafter, the owner or operator shall conduct performance testing in accordance with Conditions 4.2 and 4.3 and furnish the Department with a written report of the results of such performance tests in accordance with the following general provisions:
  - 4.1.1 One original and one copy of the test protocol shall be submitted a minimum of forty-five (45) days in advance of the tentative test date to the address in Condition 6.4. The tests shall be conducted in accordance with the State of Delaware and Federal requirements.
  - 4.1.2 The test protocol shall be approved by the Department prior to initiating any testing. Upon approval of the test protocol, the Company shall schedule the compliance demonstration with the Source Testing Engineer. The Department must observe the test for the results to be considered for acceptance.
  - 4.1.2 The final results of the testing shall be submitted to the Department within forty-five (45) days of the test completion. One (1) original and one (1) copy of the test report shall be submitted to the addresses below:

<u>Original to:</u> Engineering & Compliance Attn: Permitting Engineer State Street Commons 100 W. Water Street, Suite 6A Dover, DE 19904	<u>One (1) Copy to:</u> Engineering & Compliance Attn: Source Testing Engineer 715 Grantham Lane New Castle, DE 19720
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- 4.1.4 The final report of the results must meet the following requirements to be considered valid:
  - 4.1.4.1 The full report shall include the emissions test report (including raw data from the test) as well as a summary of the results and a statement of compliance or non-compliance with permit conditions;
  - 4.1.4.2 Summary of Results and Statement of Compliance or Non-Compliance  
The owner or operator shall supplement the report from the emissions testing firm with a summary of results that includes the following information:
    - 4.1.4.2.1 A statement that the owner or operator has reviewed the report from the emissions testing firm and agrees with the findings.
    - 4.1.4.2.2 Permit number(s) and condition(s) that are the basis for the compliance evaluation.
    - 4.1.4.2.3 Summary of results with respect to each permit condition.
    - 4.1.4.2.4 Statement of compliance or non-compliance with each permit condition.
- 4.1.5 The results must demonstrate to the Department's satisfaction that the emission unit is operating in compliance with the applicable regulations and conditions of this permit; if the final report of the test results shows non-compliance the owner or operator shall propose corrective action(s). Failure to demonstrate compliance through the test may result in enforcement action.

#### 4.2 Hot Mix Asphalt Plant Performance Testing

- 4.2.1 The Company shall conduct performance testing to establish compliance with the particulate matter standard of 0.04 gr/dscf (90 mg/dscm) while operating on natural gas. Additionally, the Company shall conduct performance testing to demonstrate compliance with the VOC (as THC), NO<sub>x</sub>, and CO emission limitations in Condition 2.1 in accordance with 7 **DE Admin. Code** 1102. The performance testing shall be conducted on representative performance of the hot mix asphalt plant. Representative performance shall be operating the plant on natural gas at its maximum production rate with a proposed RAP percentage of 45%. The Company shall also conduct performance testing while operating at the maximum production rate on natural gas and the proposed virgin waste asphalt shingle percentage of up to 6% and RAP percentage up to 28%. The Company shall make available to the Department a record of these operating parameters.
- 4.2.2 The Company shall conduct, except as provided in 40CFR60.11(e)(3), opacity observations while operating on natural gas to establish compliance with the visible emission standard by conducting observations in accordance with 40CFR60 Appendix A Reference Method 9, shall record the opacity of emissions, and shall report to the Department the opacity results (data reduced and not reduced) with proof of current visible observer emission certification along with the results of the performance test required by Condition 4.2.1.

#### 4.3 Annual Modified Reference Method 9 Testing

- 4.3.1 Compliance with opacity standards shall be determined annually by conducting observations at consecutive 15-second intervals for a period of not less than one

hour except that the observations may be discontinued whenever a violation of the applicable standard is recorded. The additional procedures, qualifications and testing to be used for visually determining the opacity of emissions shall be those specified in Section 2 and 3 (except for Section 2.5 and the second sentence of Section 2.4) of Reference Method 9 set forth in Appendix A, 40 CFR Part 60, revised July 1, 1982.

4.3.2 The Company shall conduct an annual modified Reference Method 9 visible emission test for the shingle grinder engine exhaust stack to establish compliance with the visible emissions standard of Condition 2.9 in accordance with 7 DE Admin. Code 1120 Section 1.5.3 (i.e., "modified" 40 CFR Part 60 Appendix A Reference Method 9).

4.4 Annual Visible Emissions Testing for the RAP crusher to maintain compliance with the standards of Condition 2.9:

4.4.1 Compliance shall be determined by conducting observations in accordance with Reference Method 9 in Appendix A of 40 CFR Part 60, with the following additions:

4.4.1.1 The minimum distance between the observer and the emission source shall be 4.57 meters (15 feet).

4.4.1.2 The observer shall, when possible, select a position that minimizes interference from other fugitive emission sources (e.g., road dust). The required observer position relative to the sun (Method 9, Section 2.1) must be followed.

4.4.1.3 For affected facilities using wet dust suppression for PM<sub>10</sub> control, a visible mist is sometimes generated by the spray. The water mist must not be confused with PM<sub>10</sub> emissions and is not to be considered a visible emission. When a water mist of this nature is present, the observation of emissions is to be made at a point in the plume where the mist is no longer visible.

4.4.2 When determining compliance with the fugitive emissions standard for transfer points, the duration of the Method 9 observations may be reduced from 3 hours (thirty 6-minute averages) to 1 hour (ten 6-minute averages) only if the following conditions apply:

4.4.2.1 There are no individual readings greater than ten percent (10%) opacity; and

4.4.2.2 There are no more than three (3) readings of ten percent (10%) for the 1-hour period.

4.4.3 When determining compliance with the fugitive emissions standard for the crusher, the duration of the Method 9 observations may be reduced from three (3) hours (thirty 6-minute averages) to one (1) hour (ten 6-minute averages) only if the following conditions apply:

4.4.3.1 There are no individual readings greater than fifteen percent (15%) opacity.

4.4.3.2 There are no more than three (3) readings of fifteen percent (15%) for the 1-hour period.

- 4.5 The following applies to visible emission tests for the recycled asphalt pavement material transfer to the stockpile and loading/unloading:
  - 4.5.1 The Company shall conduct a daily survey during daylight hours when the equipment is in operation to detect the presence or absence of visible emissions according to the following procedure:
    - 4.5.1.1 "Survey of emission point for the presence or absence of visible emissions" shall be defined as a minimum period of five (5) consecutive minutes. The survey of the emission units concurrently is acceptable provided all emission points are easily observable from the observer's position.
    - 4.5.1.2 The detection of the presence or absence of visible emissions shall be in accordance with the procedures of EPA Reference Method 22 (40 CFR 60, Appendix A) paragraphs 4 and 5.
    - 4.5.1.3 If visible emissions are observed from an emission point for three (3) consecutive minutes during a survey, the observation shall be stopped and corrective actions per Condition 4.5.2 shall be taken.
    - 4.5.1.4 The procedure does not require that the opacity of the emissions be determined. Since this procedure requires only the determination of whether a visible emission occurs and does not require the determination of opacity levels, observer certification according to the procedures of EPA Reference Method 9 (40 CFR 60, Appendix A) are not required. However, it is necessary that the observer is educated on the general procedures for determining the presence of visible emissions. At a minimum, the observer must be trained and knowledgeable regarding the effects on visibility of emissions caused by background contrast, ambient lighting, observer position relative to lighting, wind, and the presence of uncombined water (condensing water vapor).
  - 4.5.2 If visible emissions are observed, the Company must identify and correct the cause of the excess emissions within forty-eight (48) hours. If the problem is not corrected, the Company must call the Department.
- 4.6 The Department may conduct or contract a performance test whenever it concludes that such test is necessary to determine compliance.
- 4.7 The Department reserves the right to require the Company to perform stack emissions tests using methods approved in advance by the Department in order to demonstrate compliance with emission limits and visible emissions.
- 4.8 Sulfur concentrations of residual fuels and distillate fuels shall be determined by the following method:
  - 4.8.1 The standard ASTM method D2622-10 "Standard Test Method for Sulfur in Petroleum Products by Wavelength Dispersive X-Ray Fluorescence Spectrometry," or
  - 4.8.2 Any alternative method specified in Title 40, CFR Part 80, Section 580 (July 2012 edition), or
  - 4.8.3 Any alternative method approved by the Department and EPA.

- 4.9 As an alternative to 4.8, the owner or operator may have the fuel in the associated storage tank certified by a third party laboratory after each shipment of fuel. This certification shall identify the percentage of sulfur (by dry weight basis) and the method used to determine the sulfur content.

**5. Monitoring and Record Keeping Requirements:**

- 5.1 The owner or operator shall maintain all records necessary for determining compliance with this permit at the facility for a period of five (5) years. These records shall be readily available to the Department upon request.
- 5.2 The following information shall be monitored, recorded, initialed, and maintained in a log book:
- 5.2.1 The percent of RAP by weight based on daily tonnage.
  - 5.2.2 The total amount of HMA produced in tons on an hourly (based on daily tonnage), a daily, a monthly, and a rolling twelve (12) month basis.
  - 5.2.3 The total amount of No. 2 fuel oil used in firing the dryer burner in gallons on a monthly and a rolling twelve (12) month basis.
  - 5.2.4 The total amount of "on-spec used oil" used in firing the dryer burner in gallons on a monthly and a rolling twelve (12) month basis.
  - 5.2.5 The total amount of natural gas used in firing the dryer burner in MMSCF on a monthly and a rolling twelve (12) month basis.
  - 5.2.6 Each day, the type of fuel used to fire the dryer burner.
  - 5.2.7 Daily pressure drop readings as measured across the inlet and outlet ductwork of the baghouse whenever the baghouse is in operation.
  - 5.2.8 Dates and descriptions of inspections and maintenance performed on the baghouse.
  - 5.2.9 The occurrence and duration of any startup, shutdown, or malfunction in the operation of the hot mix asphalt plant.
  - 5.2.10 The occurrence and duration of any malfunction of the baghouse.
  - 5.2.11 Each year, the annual plant start-up date and the date of performance of the annual burner tune up.
  - 5.2.12 The type and amount of fuel used by the asphalt heater on a monthly and rolling twelve (12) month basis.
  - 5.2.13 The total hours of operation of the asphalt heater on a monthly and rolling twelve (12) month basis.
  - 5.2.14 Daily compliance inspection of the plant pursuant to Conditions 2.8, 2.11, 3.25 through 3.27, and 3.36 through 3.38.
  - 5.2.15 The percent of virgin waste asphalt shingles based on daily tonnage.



- 5.3 The following information pertaining to the RAP crusher and screener shall be recorded, initialed and maintained in a log book each day:
  - 5.3.1 The identity of the material being crushed.
  - 5.3.2 The total operating hours.
  - 5.3.3 Production capacity (TPH) of RAP material processed.
  - 5.3.4 Visible emissions and corrective actions.
  - 5.3.5 A statement that proper fugitive dust control measures are properly employed.
- 5.4 The following information pertaining to the RAP crusher and screener for the 22351 Joseph Road, Georgetown site shall be recorded, initialed, and maintained in a log each month:
  - 5.4.1 Monthly and rolling twelve (12) month total operating hours.
  - 5.4.2 Monthly and rolling twelve (12) month total No. 2 fuel oil consumption.
- 5.5 The following information pertaining to the RAP crusher and screener for all Allan Myers, Delaware sites shall be recorded, initialed, and maintained in a log each month:
  - 5.5.1 Monthly and rolling twelve (12) month total operating hours.
  - 5.5.2 Monthly and rolling twelve (12) month total No. 2 fuel oil consumption.
- 5.6 The following information pertaining to the shingle grinder shall be recorded, initialed and maintained in a log each day:
  - 5.6.1 Statements that proper dust control measures are properly employed.
  - 5.6.2 Compliance with Conditions 2.9, 3.31, 3.32, and 3.40.
  - 5.6.3 Total operating hours.
  - 5.6.4 Production capacity (TPH).
  - 5.6.5 Visible emissions and corrective actions.
  - 5.6.6 Statement that the water spray dust suppression system is in operation.
- 5.7 The following information pertaining to the shingle grinder shall be recorded, initialed, and maintained in a log each month:
  - 5.7.1 Monthly and rolling twelve month total No. 2 fuel oil consumption.
  - 5.7.2 Monthly and rolling twelve month total hours for each site.
- 5.8 The following information shall be maintained in a file:
  - 5.8.1 An as-built piping drawing showing the fuel supply line(s) to the dryer burner from its fuel source(s).

- 5.8.2 Annual maintenance plan for the baghouse during winter shutdown and daily alarm check if too much dust from the baghouse is returned to the drum mixer.
- 5.8.3 A maintenance/inspection log shall be maintained detailing all routine and non-routine maintenance performed, including air pollution control equipment.
- 5.8.4 Performance testing measurements, stack testing measurements conducted for compliance demonstration, stack testing measurements conducted for Department determination purposes, and process and control equipment operating parameters sustained during stack testing.
- 5.8.5 All opacity observations conducted for compliance demonstration and observer certification.
- 5.8.6 The dimensions of and an analysis showing the capacity of each storage tank over its lifetime.
- 5.8.7 With each delivery of No. 2 fuel oil into the storage tanks, records of the fuel supplier certification for each delivery that contain the following information:
  - 5.8.7.1 Name, address and telephone number of the supplier.
  - 5.8.7.2 Name, address and telephone number of the Company, and the address where the fuel oil is delivered.
  - 5.8.7.3 The volume of fuel being sold or delivered, and the date of sale or delivery.
  - 5.8.7.4 The type of fuel and the sulfur content of the fuel as a delivered product, expressed as one of the following:
    - 5.8.7.4.1 The actual sulfur content in ppm or percent (%) by weight, or
    - 5.8.7.4.2 A statement that certifies the sulfur content of the shipment is equal to or below the applicable limit.
- 5.8.8 As an alternative to Condition 5.8.7, the owner or operator may have the distillate fuel in the associated storage tank certified by a third party laboratory after each shipment of fuel. This certification shall identify the percentage of sulfur (by dry weight basis) and the method used to determine the sulfur content.
- 5.8.9 Fuel supplier certification of the parameters specified in Condition 3.18 for each delivery of "on-spec used oil".
- 5.8.10 Copy of the fugitive dust control plan.
- 5.8.11 Documentation showing that the annual tune-up was conducted.
- 5.8.12 Proof of zoning exception from the Board of Adjustment of Sussex County.
- 5.8.13 Documentation for each shipment of shingles that includes the source of the shingles and certification that only virgin, asbestos-free shingles are being used.

- 5.9 The rolling twelve (12) month total emissions of drum mix dryer, asphalt heater, crusher/screener, and shingle grinder shall be calculated and recorded each month in a log for each of the following pollutants. These emissions shall be included in the facility-wide emissions. (TOC for impact crusher/screener and shingle grinder to be included with facility-wide THC.)
  - 5.9.1 Particulate Matter (PM<sub>10</sub>) Emissions (shingle grinder only).
  - 5.9.2 Particulate Matter (PM) Emissions.
  - 5.9.3 Nitrogen Oxides (NO<sub>x</sub>) Emissions.
  - 5.9.4 Sulfur Oxide (SO<sub>x</sub>) Emissions.
  - 5.9.5 Carbon Monoxide (CO) Emissions.
  - 5.9.6 Total Organic Compound (TOC) Emissions (impact crusher/screener and shingle grinder only).
  - 5.9.7 Total Hydrocarbon (THC) Emissions.

**6. Reporting Requirements**

- 6.1 Emissions in excess of any permit condition or emissions which create a condition of air pollution shall be reported to the Department immediately upon discovery by calling the Environmental Emergency Notification and Complaint number, (800) 662-8802.
- 6.2 In addition to complying with condition 6.1 of this permit, any reporting required by 7 DE Admin. Code 1203 "Reporting of Discharge of a Pollutant or an Air Contaminant," and any other reporting requirements mandated by the State of Delaware, the owner or operator shall for each occurrence of excess emissions, within thirty (30) calendar days of becoming aware of such occurrence, supply the Department in writing with the following information:
  - 6.2.1 The name and location of the facility.
  - 6.2.2 The subject source(s) that caused the excess emissions.
  - 6.2.3 The time and date of the first observation of the excess emissions.
  - 6.2.4 The cause and expected duration of the excess emissions.
  - 6.2.5 For sources subject to numerical emission limitations, the estimated rate of emissions (expressed in the units of the applicable emission limitation) and the operating data and calculations used in determining the magnitude of the excess emissions.
  - 6.2.6 The proposed corrective actions and schedule to correct the conditions causing the excess emissions.
- 6.3 The owner or operator shall submit to the Department and EPA the following information about any replacement facilities or any new equipment:
  - 6.3.1 For an impact crusher operation:
    - 6.3.1.1 The rated capacity in tons per hour of the existing facility being replaced.

- 6.3.1.2 The rated capacity in tons per hour of the replacement equipment.
- 6.3.2 For a screening operation:
  - 6.3.2.1 The total surface area of the top screen of the existing screening operation being replaced.
  - 6.3.2.2 The total surface area of the top screen of the replacement screening operation.
- 6.3.3 For a shingle grinder:
  - 6.3.3.1 The rated capacity in tons per hour of the existing facility being replaced.
  - 6.3.3.2 The rated capacity in tons per hour of the replacement equipment.
- 6.3.4 For a conveyor belt:
  - 6.3.4.1 The width of the existing belt being replaced.
  - 6.3.4.2 The width of the replacement conveyor belt.
- 6.4 The Company shall furnish the Department and EPA written notification as follows:
  - 6.4.1 A notification of the actual date of initial start-up of the shingle grinder within 15 days after such date.
  - 6.4.2 A notification of the date construction or reconstruction of the shingle grinder is commenced postmarked no later than thirty (30) days after such date.
  - 6.4.3 A notification of any physical or operational change to the shingle grinder which may increase the emission rate of any air pollutant to which a standard applies, unless that change is specifically exempted under an applicable subsection. This notice shall be postmarked sixty (60) days or as soon as practicable before the change is commenced and shall include information describing the precise nature of the change, present and proposed emission control systems, productive capacity of the facility before and after the change, and the expected completion date change. The Department may request additional relevant information subsequent to this notice.
- 6.5 Each document submitted to the Department/EPA pursuant to this permit shall be sent to the following addresses:

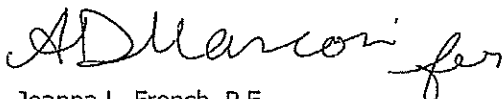
State of Delaware- DNREC Division of Air Quality State Street Commons 100 W. Water Street, Suite 6A Dover, DE 19904 Attn: Director	NSPS Coordinator Air Enforcement Branch (3AP12) United States Environmental Protection Agency 1650 Arch Street Philadelphia, PA 19103
No. of Originals: 1 & No. of Copies: 1	No. of Originals: 1 & No. of Copies: 1

- 6.6 The Company shall furnish the Department reports of:
- 6.6.1 The results of all stack tests conducted within forty-five (45) days of test completion including all supporting documents (e.g., all field data forms, field information, analytical data sheets, and working calculations) and a record of process and control equipment operating parameters sustained during the test (e.g., percent RAP in mix, percent virgin shingles in mix, hourly HMA production rate, pressure drop across baghouse).
- 6.6.2 The results of opacity observation within forty-five (45) days of test completion including visible emissions reader certification.
- 6.7 The Company shall provide written notification to the Department at least 5 calendar days prior to each move of the impact crusher/screener from one approved site to another approved site.

**7. Administrative Conditions**

- 7.1 This permit supercedes **Permit: APC-97/0494-OPERATION (Amendment 14)(MNSR)(NSPS)(SM)**, dated June 23, 2015.
- 7.2 This permit shall be available on the premises.
- 7.3 Failure to comply with the provisions of this permit may be grounds for suspension or revocation.

Sincerely,



Joanna L. French, P.E.  
Acting Program Manager  
Engineering and Compliance Branch

JLF:MAS  
f:\EngAndCompliance\MAS\mas17061.doc

pc: Dover Title V File  
Melanie Smith

## ATTACHMENT 6

### ALLAN MYERS DE, INC. – NPDES STORMWATER DISCHARGE PERMIT



STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES &  
ENVIRONMENTAL CONTROL  
DIVISION OF WATER RESOURCES  
89 KINGS HIGHWAY  
DOVER, DELAWARE 19901

SURFACE WATER DISCHARGES SECTION

TELEPHONE: (302) 739-9946  
FACSIMILE: (302) 739-8369

**AUTHORIZATION TO DISCHARGE UNDER THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
GENERAL STORM WATER PERMIT PROGRAM**

Mr. David Schnackenberg  
ICM of Delaware, Inc.  
638 Lancaster Avenue  
Malvern, PA 19355

**RE: NPDES Storm Water Permit Coverage – Georgetown**

Dear Mr. Schnackenberg:

This letter acknowledges receipt and approval of the completed Notice of Intent (NOI) form submitted for NPDES Storm Water Permit Coverage under the State of Delaware *Regulations Governing Storm Water Discharges Associated with Industrial Activities, Part 1, Baseline General Permit*. Permit coverage for the facility began on March 17, 2009 and expires on March 16, 2014.

In compliance with the provisions of the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (33 U.S.C. 1251 et seq.), and pursuant to the provisions of 7 Del. C., 6003, **ICM of Delaware, Inc. – Georgetown** is authorized to discharge storm water to a surface waterbody of the State.

All permit conditions are set forth in the State of Delaware *Regulations Governing Storm Water Discharges Associated with Industrial Activities, Part 1, Baseline General Permit*. Specifically, please refer to Sections 9.1.4 (Monitoring) and 9.1.5 (Storm Water Plan) of the Regulations.

Should you have any questions or require further assistance, please contact Steve Mann of my staff at (302) 739-9946.

R. Peder Hansen, P.E.  
Program Manager  
Surface Water Discharges Section  
Division of Water Resources, DNREC  
F:\NPDES\SMM\smm09074.doc

5/13/09

Date Signed

*Delaware's good nature depends on you!*

ATTACHMENT 7

BACKGROUND STATEMENT





DELAWARE DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL ("DNREC")

ENVIRONMENTAL PERMIT APPLICATION  
BACKGROUND STATEMENT

Pursuant to 7 Del. C. Chapter 79

FILING STATUS:

This Background Statement is being filed with DNREC because:

- ☐ 1. It is an initial application for a new permit (or permits) and the applicant or applicant company has not held a permit issued by DNREC for a period of 5 or more years [See 7 Del. C. § 7902(a) and (b)];
- ☐ 2. It is required on an annual basis because the applicant or applicant company has been designated a chronic violator pursuant to 7 Del. C. § 7904 [See 7 Del. C. § 7902(a)(7) and (b)(2)]; or
- ☐ 3. It is required on an annual basis as the applicant or applicant company has been found guilty, pled guilty or no contest to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment as defined in 7 Del. C. § 7902(c) [See 7 Del. C. § 7902(a)(7) and (b)(2)].

☒ 4. *Permit Renewal Application*

APPLICANT OR APPLICANT COMPANY'S NAME OR COMPANY'S NAME FILING STATEMENT	<i>Alton Myers DE, Inc.</i>
DATE OF APPLICATION OR DATE OF STATEMENT	
PERMIT(S) BEING APPLIED FOR OR STATEMENT FOR FILING STATUTES 2 OR 3	<input checked="" type="checkbox"/> Permit Type(s) <i>BUD #33/120217B</i>  <input type="checkbox"/> Statement for filing Statutes 2 or 3—If filing under these statuses, attach a statement of the date of designation as Chronic Violator or the date of Conviction/Plea.
OTHER DNREC PERMITS HELD	<input type="checkbox"/> N/A – No other permits held with DNREC  <input checked="" type="checkbox"/> List of all DNREC permits currently held with dates of issuance and expiration attached. <i>Permit Copies Attached</i>

## ENVIRONMENTAL PERMIT APPLICATION BACKGROUND STATEMENT

**Please note:** Companies filing statements pursuant to Chapter 79 have the right to identify information to be afforded confidential status pursuant to 7 Del. C. § 7903(b) and the requirements set forth in Section 6, "Requests for Confidentiality" of the DNREC *Freedom of Information Act Regulation*.

PROVIDING ALL OF THE INFORMATION REQUESTED IN THIS FORM SATISFIES THE REQUIREMENTS OF 7 DEL. C. CHAPTER 79 ("ENVIRONMENTAL PERMIT APPLICATION BACKGROUND STATEMENT") UNLESS THE DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL ("DNREC") OR THE DELAWARE DEPARTMENT OF JUSTICE DETERMINES THAT ADDITIONAL SUBMISSIONS ARE NECESSARY. FAILURE TO PROVIDE THE INFORMATION REQUESTED OR PROVIDING ERRONEOUS INFORMATION IS GROUNDS FOR DENYING OR REVOKING AN ENVIRONMENTAL PERMIT/APPROVAL/LICENSE, AND FOR CIVIL AND/OR CRIMINAL PENALTIES.

A. (Authority – 7 Del. C. § 7902(a)(1&2) & § 7905) Attach a complete list (full names) of all current members of the applicant company's board of directors, all current corporate officers, all persons owning more than 20% of the applicant's stock or other resources, all subsidiary/affiliated companies with type of business performed, street addresses, all parent companies with addresses, all companies with which the applicant's company shares two or more members of the board of directors, and the name(s) of the person(s) serving as the applicant's local chief operating officer(s) with respect to each facility covered by the permit in question or for the statement required for filing Statuses 2 or 3. [Note: For companies that do not have a *facility* located in Delaware, no listing for the local chief operating officer(s) is required].

- ☒ Information attached
- ☐ Information attached, except for local chief operating officer as there is no facility located in the State of Delaware.

B. (Authority - 7 Del. C. § 7905) Please check one of the following selections below, showing type of ownership for the applicant or applicant/statement company:

- ☐ Proprietorship List the state, county, book record and page number where the certificate is found (Attach hereto).
- ☐ Partnership List the state, county, book record and page number where the certificate is found (Attach hereto).
- ☒ Corporation (LLCs included) List the city, state, date of incorporation, corporation file number, current corporate standing, registered agent, and address of the registered agent (Attach hereto).
- ☐ Municipality
- ☐ Public Institution/  
Government Agency
- ☐ Other \_\_\_\_\_

C. (Authority - 7 Del. C. § 7902(a)(3) & § 7905) Have any of the following been issued to or agreed to by the applicant or applicant/statement company, any employee, person, entity, or subsidiary/affiliated company, specified in response to Item A, for violation of any environmental statute, regulation, permit, license, approval, or order, regardless of the state in which it occurred, during the five years prior to the date of this application/statement

OFFENSE	YES	NO
Notice of Violation(s)	X	
Administrative Order(s)	X	
Administrative Penalty(ies)		X
Civil Action(s)	X	
Civil Penalty(ies)		X
Civil and/or Administrative Settlement Agreement(s)		X
Permit/License/Approval Revocation		X
Arrest(s)		X
Conviction(s)		X
Criminal Penalty(ies)		X
Criminal Plea Bargain		X

**D. (Authority - 7 Del. C. § 7902(a)(3), (a)(4) & § 7905)** If you answered "yes" to any of the actions listed in Item C above for the applicant or applicant company or any other person identified in Item A, attach a description of the incidents or events leading to the issuance of each action, regardless of the state in which it occurred, for the 5 years prior to the date of the statement, and the disposition of each action, what state the action/offense occurred in, and any actions that have been taken to correct the violations that led to such enforcement action.

☐ N/A

☒ Information attached

**E. (Authority - 7 Del. C. § 7902(a)(5) & § 7905)** Attach a description of any felony or other criminal conviction for a crime involving harm to the environment or violation of environmental standards of any person or entity identified in Item A above that resulted in a fine greater than \$1,000 or a sentence longer than 7 days, regardless of whether such fine or sentence was suspended.

☒ N/A

☐ Description attached

**F. (Authority - 7 Del. C. § 7902(a)(6) & § 7905)** Attach copies of any and all settlements of environmental claims involving the applicant, associated with actions identified in response to Item D above, whether or not such settlements were based on agreements where the applicant did not admit liability for the action.

☒ N/A

☐ Information attached

### Items for Filing Statutes 2 or 3 Only

**G. (Authority - 7 Del. C. § 7902(a)(7) and § 7905)** If the applicant or applicant/statement company has been found guilty, pled guilty or no contest, to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment attach a summary of the events involved and a copy of the disposition of the action (See 7 Del. C. § 7902(c) for definitions of "serious physical injury" or "serious harm to the environment" before answering this question.)

☐ N/A

☐ Yes – Information Attached.

**H. (Authority - 7 Del. C. § 7902(a)(8))** – If the applicant or applicant/statement company has been designated a chronic violator under 7 Del. C. § 7904, a detailed written report from an independent inspector who has inspected the applicant's premises for the purpose of detecting potential safety and environmental hazards to employees and the surrounding community. The Secretary may waive the duty to submit a detailed written report upon a showing of good cause by the applicant. A showing by the applicant that the acts which caused it to be designated as a chronic violator did not jeopardize public health shall constitute "good cause" under this paragraph.

**I. (Authority - 7 Del. C. § 7902(a)(7))** – If the applicant or applicant/statement company has been designated a chronic violation under § 7904 of this Title, OR has been found guilty or pled no contest to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment, a statement made under oath by the applicant or applicant/statement company's local chief operating officer with respect to the facilities covered by the permit, stating that: (a) disclosures made by the applicant/reporting company under federal and state environmental statutes and regulations during the preceding calendar year have been, to the chief operating officer's knowledge, complete and accurate, and (b) that the facility has implemented policies, programs, procedures, standards or systems reasonably designated, in light of the size, scope, and nature of facility operations to detect and promptly correct any noncompliance with state environmental statutes and regulations. The statement filed pursuant to this paragraph shall include an acknowledgement by the affiant that intentionally false statements submitted in compliance with this paragraph constitute criminal perjury as defined at 11 Del. C. §§1221-1222.

STATE OF DELAWARE – DEPT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL  
ENVIRONMENTAL PERMIT BACKGROUND STATEMENT

CERTIFICATION

I HEREBY CERTIFY THAT I HAVE READ THE PRECEEDING SUBMISSION, HAVE PROVIDED ALL OF THE INFORMATION REQUESTED, AND THAT ALL OF THE INFORMATION PROVIDED IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

David Schnackenberg  
SIGNATURE—APPLICANT OR  
OFFICER OF APPLICANT / STATEMENT COMPANY

DATE: 6-30-17

NAME: David Schnackenberg

TITLE: Environmental Manager

COMPANY  
NAME: Allan Myers PE, Inc.

ADDRESS: 638 Lancaster Avenue  
Malvern, PA 19355

TELEPHONE: 610-587-2262

FAX NUMBER: \_\_\_\_\_

REGISTERED  
AGENT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 30 DAY OF

June, 2017.

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Roxanne Louise Wax, Notary Public  
East Whiteland Twp., Chester County  
My Commission Expires May 13, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Roxanne Louise Wax  
NOTARY PUBLIC SIGNATURE (SEAL)

Roxanne Louise Wax  
PRINTED NAME OF NOTARY PUBLIC

Pennsylvania, Chester  
STATE / COUNTY

MY COMMISSION EXPIRES ON: May 13, 2021

**ALLAN MYERS DE, INC.  
UNANIMOUS CONSENT IN LIEU OF  
OF THE BOARD OF DIRECTORS**

The undersigned, being the sole member of the Board of Directors of Allan Myers DE, Inc. a Delaware Corporation, does hereby consent, in writing to the adoption of the following resolutions without the necessity of convening a meeting therefore pursuant to Section 141(f) of the Delaware General Corporate Law.

RESOLVED, the following individuals are hereby elected to the offices set beside their respective names to serve until the next meeting of the Board of Directors or until their respective successors are duly elected and qualified:

CEO  
President  
Executive Vice President  
Vice President/GM  
Treasurer  
Secretary

A. Ross Myers  
Dale R. Wilson  
Denis P. Moore  
Mark S. Carroll  
Craig Little  
Teresa S. Hasson

RESOLVED, that Dale R. Wilson, Denis P. Moore and Mark S. Carroll are vested with the power to sign all documents and contracts by and on behalf of the Corporation and bind such corporation as if the CEO had signed such documents and contracts.

RESOLVED, that Curtis E. Hall and Michael Menkins hold Power of Attorney by on and behalf of the Corporation to sign any and all documents necessary for the sale of materials with regards to material supply contacts and in-place contracts.

RESOLVED, that Teresa Meyers, Ellen Murray and Elizabeth Bertholdt are appointed Assistant Secretary.

RESOLVED, that the appropriate corporate officers are authorized and directed to take all actions necessary to effect the premises of this consent.

DATE: January 9, 2017

  
A. Ross Myers, Sole Director

**BACKGROUND STATEMENT**  
Part D – List of Incidents

Date	Company	Offense	Agency Action	Disposition
2-7-17	Compass Quarries, Inc. (Quarry)	Fugitive emissions	PADEP NOV	Corrected
11-7-16	Allan Myers, L.P. (Shop)	Liquid in dispenser sumps	PADEP NOV	Liquid in dispenser sump removed and the sump was sealed to prevent water infiltration
4-15-16	Allan Myers, L.P. (Quarry)	Failure to set up a seismograph at the compliance location	PADEP NOV	Corrected
3-29-16	Allan Myers Materials PA, Inc. (Quarry)	Fugitive emissions beyond property line	PADEP NOV	Corrected
12-10-15	Allan Myers, L.P. (Quarry)	Failure to record monitoring of odors	PADEP NOV	Corrected
9-17-15	Compass Quarries, Inc. (Quarry)	Operated portable crusher without permit when primary crusher failed	PADEP Consent Assessment	Obtained permit; paid fine
11-3-15	Allan Myers, L.P. (Asphalt Plant)	Exceeded particulate matter emissions during stack test of baghouse	PADEP NOV	Replaced all bags within the baghouse, retested, in compliance
2-11-14	Allan Myers, L.P. (Asphalt Plant)	Stored shingles beyond permit limit	PADEP Consent Agreement	Shingles were used or removed in accordance with the Consent Agreement
10-31-13	Allan Myers DE, Inc.	Operated asphalt plant with RAP % higher than permitted	DNREC NOV	Reduced RAP until stack test complete, in compliance
8-9-12	Allan Myers, L.P. (Asphalt Plant)	Failure to record effluent gas temperature from stack	PADEP NOV	Began recording temperature, in compliance